

1 BILL NO. S-83-09-54

2 SPECIAL ORDINANCE NO. S-214-83

3 AN ORDINANCE approving a Contract  
4 by the City of Fort Wayne by and  
through its Board of Public Works  
5 and Huguenard/Schenkel, Inc., for  
Traffic Eng. Sign Shop - Reconstruc-  
6 tion of North Wall.

7 NOW, THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL  
8 OF THE CITY OF FORT WAYNE, INDIANA:

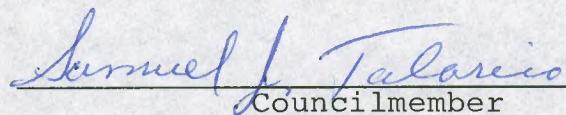
9 SECTION 1. The annexed Contract, made a part hereof,  
10 by the City of Fort Wayne by and through its Board of Public  
11 Works and Huguenard/Schenkel, Inc., for Traffic Eng. Sign Shop -  
12 Reconstruction of North Wall, is hereby ratified, and affirmed  
13 and approved in all respects. The work under said Contract re-  
14 quires:

15 This contract is for improvement and re-  
16 moval of the existing north brick exterior  
17 wall and replacement with a combination  
concrete block and brick wall of the "Sign  
18 Ship" at the Traffic Engineering Operations  
Building on East Wallace Street;

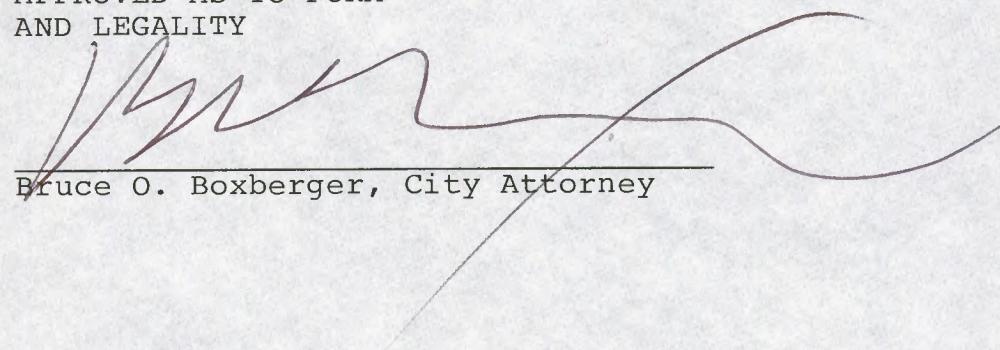
19 the Contract price is Thirty-One Thousand Seven Hundred Ninety-  
20 Eight and No/100 Dollars (\$31,798.00).

21 SECTION 2. Prior Approval was received from Council  
22 with respect to this Contract on September 6, 1983. Two (2)  
23 copies of the Contract attached hereto are on file with the City  
24 Clerk, and are available for public inspection.

25 SECTION 3. That this Ordinance shall be in full force  
26 and effect from and after its passage and any and all necessary  
27 approval by the Mayor.

28   
29 Councilmember

30 APPROVED AS TO FORM  
31 AND LEGALITY

32   
33 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Jalacio,  
seconded by GiaQuinta, and duly adopted, read the second time  
by title and referred to the Committee Public Works (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,  
Indiana, on 11/10/83, the 11 day of November, 1983, at 10:00 o'clock A.M., E.S.T.

DATE: 9-27-83

Sandra E. Kennedy  
CITY CLERK

Read the third time in full and on motion by Jalacio,  
seconded by GiaQuinta, and duly adopted, placed on its  
passage. PASSED (EOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>BRADBURY</u>	<u>✓</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>BURNS</u>	<u>✓</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>EISBART</u>	<u>✓</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>GiaQUINTA</u>	<u>✓</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>SCHMIDT</u>	<u>✓</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>SCHOMBURG</u>	<u>✓</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>SCRUGGS</u>	<u>✓</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>STIER</u>	<u>✓</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>TALARICO</u>	<u>✓</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

DATE: 10-11-83

Sandra E. Kennedy  
- CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,  
Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)  
(APPROPRIATION) ORDINANCE (RESOLUTION) NO. J-214-83  
on the 11/10 day of October, 1983.

ATTEST:

(SEAL)

Sandra E. Kennedy  
CITY CLERK

Ray A. E. Bask  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on  
the 12/06 day of October, 1983, at the hour of  
11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy  
CITY CLERK

Approved and signed by me this 18th day of October  
1983, at the hour of 3 o'clock P.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR. - MAYOR

73-179-19  
9/14/83.

## CONTRACT

THIS CONTRACT, made the 14<sup>th</sup> day of September, 1983, by and between HUGUENARD/SCHENKEL, INCORPORATED, hereinafter called the "Contractor" and the CITY OF FORT WAYNE, INDIANA, a municipal corporation, hereinafter called the "Owner", WITNESSETH, that the Contractor and the Owner, for the considerations stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment and all utility and transportation services required to perform and complete in a workmanlike manner the reconstruction of

THE NORTH BRICK EXTERIOR WALL OF THE "SIGN SHOP" AT THE TRAFFIC ENGINEERING OPERATIONS BUILDING ON EAST WALLACE STREET

for the Owner, all in strict accordance with the drawings and specifications, including any and all addenda, prepared by Bonar & Associates, Inc., which drawings and specifications are made a part of this Contract; and in strict compliance with the Contractor's proposal and other contract documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price Thirty-One Thousand, Seven Hundred Ninety-Eight Dollars and Zero Cents (\$31,798.00). Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached.

1. This Agreement
2. The Contractor's Proposal (Bid)
3. Advertisement
4. Specifications
  - a. General & Supplemental Conditions of the Contract
  - b. Instructions to Bidders
  - c. Detailed Specifications
  - d. EEO Requirements
  - e. City Standards and Specifications
5. Drawings
  - a. Detailed drawings

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated

above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV. GUARANTEE. The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner; and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in three (3) original counterparts the day and year first above written.

(SEAL)

ATTEST:

John Huguenard  
Vice President

TITLE

(SEAL)

ATTEST:

Walter D. Goedenow  
Clerk  
TITLE

APPROVED AS TO FORM & LEGALITY:

R. Smoeller  
ASSOCIATE CITY ATTORNEY

HUGUENARD/SCHENKEL, INC.  
(Contractor)

BY William Schenkel  
President

TITLE

CITY OF FORT WAYNE, INDIANA  
(Owner)

BY John L. Park  
Ben R. Collins  
Jack Wilson,  
BOARD OF PUBLIC WORKS

BY Win Moses Jr.  
Win Moses, Jr., Mayor

CONTRACT PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, HUGUENARD/SCHENKEL, INCORPORATED, as principal, and RELIANCE INSURANCE

COMPANY, Philadelphia, Pennsylvania, as surety are held and firmly bound unto the Board of Public Works, for the benefit of the City of Fort Wayne, hereinafter called the Owner, in the penal sum of Thirty-One Thousand, Seven Hundred Ninety-Eight Dollars And Zero Cents (\$31,798.00) for payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

DATED this 7th day of September, 1983.

The condition of this obligation is such that whereas the above named principal did, on the 14<sup>th</sup> day of September, 1983, enter into a contract with the Owner, by the terms of which said principal agreed to furnish all labor, materials, equipment and supplies for the reconstruction of the north brick exterior wall of the "Sign Shop" at the Traffic Engineering Operations Building on East Wallace Street, as described and defined in said Contract and in the specifications and drawings, prepared by Bonar & Associates, Inc., which are a part thereof, ready for continuous and successful operation, for the completion of said work, for the sum of Thirty-One Thousand, Seven Hundred Ninety-Eight Dollars and Zero Cents (\$31,798.00), and to remove and replace any defective or unsuitable equipment or structure at the expense of said principal which may be apparent or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the above described work, which Contract is made a part of this bond the same as though set forth herein.

Now, if said principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said Contract, then this obligation shall be void, otherwise the same shall remain in full force and effect; said principal shall also promptly pay all indebtedness which may accrue, by operation of law or otherwise, to any person, firm or corporation on account of any labor or service performed or material furnished or service rendered in the carrying forward, performing and completion of said Contract; we agreeing and asserting that this undertaking directly inures to the benefit of subcontractors, laborers, material men and those performing service on account of or directly in connection with the completion of said Contract, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; and said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or the specifications.

No change, modification, omission, or addition in and to the terms or conditions of said Contract, plans, specifications, drawings or profile,

or any irregularity or defect in said Contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said Surety; and the provisions and conditions of IC 5-16-5 (1971) shall be, operate as, and become a part of the terms of this bond and said Contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this 7th day of September, 1983, affixed our signatures and corporate seals to three (3) executed original counterparts of this bond.

HUGUENARD/SCHENKEL, INC.  
(Principal)

ATTEST:

Jan Huguenard

William Schenkel  
Authorized Agent

RELIANCE INSURANCE COMPANY  
Surety

ATTEST:

Barbara Lause

Lois L. Harter  
Attorney-in-Fact  
Lois L. Harter

BILL NO. S-83-09-54

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN  
ORDINANCE approving a Contract by the City of Fort Wayne by and  
through its Board of Public Works and Huguenard/Schenkel, Inc., for  
Traffic Eng. Sign Shop - Reconstruction of North Wall

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN

VICTURE L. SCRUGGS, VICE CHAIRMAN

MARK E. GIAQUINTA

PAUL M. BURNS

ROY J. SCHOMBURG

Concurrent 10-11-83

Sandra L. Kennedy

ORDINANCE DO PASS.

Samuel J. Talanis  
Chetere Segg  
Mark E. Yamada  
Don L. Brown  
Roy Skou

TITLE OF ORDINANCE Contract for Traffic Eng. Sign Shop - Reconst. of North Wall

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

83-09-54

SYNOPSIS OF ORDINANCE This contract is for improvement by demolition and removal of the existing north brick exterior wall and replacement with a combination concrete block and brick wall of the "Sign Shop" at the Traffic Engineering Operations Building on East Wallace Street. Huguenard/Schenkel, Inc. is the Contractor.

PRIOR APPROVAL RECEIVED 9/6/83

EFFECT OF PASSAGE Improvement of "Sign Shop".

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$31,798.00

ASSIGNED TO COMMITTEE